

CONSTITUTION

A NAME

The name of the Association is '*Leasowe Play Youth & Community Association*'. ("The Charity").

B ADMINISTRATION

Subject to the matters set out below the Charity and its property shall be administered and managed in accordance with this Constitution by the members of the Joint Management Committee, constituted by Clause G of this Constitution ("the Joint Management Committee").

C OBJECTS

The Charity's objects ("the objects") are:

To promote the benefit of the inhabitants of the Leasowe area (hereinafter called 'the area of benefit') without discrimination of sex or of political, religious or other opinions, by associating with local authorities, voluntary organisations and inhabitants in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation, with the object of improving the conditions of life for the said inhabitants.

To establish or to secure the establishment of the Community Centre (hereinafter called 'The Community Centre') and to manage, or co-operate with any local statutory authority in the maintenance and management of such 'Community Centre' for activities promoted by the Joint Management Committee and its constituent bodies in furtherance of the above objects.

D POWERS

In furtherance of the objects but not otherwise the Joint Management Committee may exercise the following powers:

- (i) power to raise funds and to invite and receive contributions and shall conform to any relevant requirements of the law;
- (ii) power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use;
- (iii) power subject to any consents required by law to sell, lease or dispose of all or any part of the property of the Charity;
- (iv) power subject to any consents required by law to borrow money and to charge all or any part of the property of the Charity with repayment of the money so borrowed.
- (v) power to employ such staff (who shall not be members of the Joint Management Committee) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions for staff and their dependants;

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- (vi) power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- (vii) power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects;
- (viii) power to appoint and constitute such advisory committees as the Joint Management Committee may think fit;
- (ix) power to do all such other lawful things as are necessary for the achievement of the objects;

E MEMBERSHIP

- (1) The Charity shall be open to :
 - (i) Individuals (over the age of 18 years) who are interested in furthering the work of the Charity.
 - (ii) Anybody corporate or unincorporated association which is interested in furthering the Charity's works (any such body being called in this Constitution a "member organisation").
- (2) Every member over the age of 18 shall have one vote at the Annual General meeting
- (3) The Joint Management Committee may unanimously and for good reason terminate the membership of any individual or member organisation: provided that the individual concerned or the appointed representative of the member organisation concerned (as the case may be) shall have the right to be heard by the Joint Management Committee, accompanied by a friend, before a final decision is made.

F HONORARY OFFICERS

At the annual general meeting of the Charity the members shall elect from amongst themselves a *Chairperson*, a *Secretary* and a *Treasurer*, who shall hold office from the conclusion of that meeting.

G JOINT MANAGEMENT COMMITTEE

- (1) The Joint Management Committee shall have a membership of the following :-

Eight representatives of the local community shall be elected at an Annual General Meeting of the Joint Management Committee. (Six community representatives; one representative for the Adventure Playground and one representative for the Youth Club).

Three representatives from the User Groups of the 'Leasowe Play Youth & Community Association'

Three members nominated by the Metropolitan Borough of Wirral.
- (2) The following shall be invited to attend all meetings in an advisory capacity only without the power to vote.

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- A Chief Officer of the Metropolitan Borough of Wirral or a nominated representative.
 - Staff representative / Centre Manager;
 - Senior Play-leader
 - Senior Youth Worker;
 - Office Administrator of the Centre.
- (3) Paid staff of the Metropolitan Borough of Wirral, Joint Management Committee or any of the organisations represented on the Management Committee shall **not** be entitled to voting rights.
 - (4) Vacancies occurring between elections shall be filled by invitation of the Committee in accordance with Clause G.
 - (5) The Committee shall have the power to co-opt additional members, without the power to vote as and when required
 - (6) All the members of the Joint Management Committee shall retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or re-appointed.
 - (7) A Chairperson can be appointed into post who is a member of a user group within the community centre. In the event that an issue requires resolution by the casting vote of the Chairperson (who is a member of a user group) then the casting vote will be past to the Vice-Chairperson. (Who will be a non-user group member)

H DETERMINATION OF MEMBERSHIP OF THE JOINT MANAGEMENT COMMITTEE

A member of the Joint Management Committee shall cease to hold office if he or she :

- (1) Is disqualified from acting as a member of the Joint Management Committee by virtue of Section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of the provision);
- (2) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (3) Is absent without the permission of the Joint Management Committee from all their meetings held within a period of six months and the Joint Management Committee resolve that his or her office be vacated; or
- (4) Notifies to the Joint Management Committee a wish to resign (but only if at least three members of the Joint Management Committee will remain in office when the notice of resignation is to take effect).

I JOINT MANAGEMENT COMMITTEE MEMBERS NOT TO BE PERSONALLY INTERESTED

- (1) Subject to the provisions of clause L(1) no member of the Joint Management Committee shall acquire any interest in property belonging to the Charity (otherwise than as a Trustee for the Charity) or receive remuneration or be interested (otherwise than as a member of the Joint Management Committee) in any contract entered into by the Joint Management Committee unless with prior written consent of the Charity Commission.

J MEETINGS AND PROCEEDINGS OF THE JOINT MANAGEMENT COMMITTEE

- (1) The Joint Management Committee shall hold at least six ordinary meetings each year. A special meeting may be called at any time by the chairperson or by any two members of the Joint Management Committee upon not less than 4 days notice being given to the other members of the Joint Management Committee of the matters to be discussed but if the matters include an appointment of a co-opted member then not less than 21 days notice must be given.
- (2) There shall be a quorum when at least one third of the number of members of the Joint Management Committee for the time being or five voting members of the Joint Management Committee, whichever is the greater, are present at a meeting.
- (3) Every matter shall be determined by a majority of votes of the members of the Joint Management Committee present and voting on the question but in the case of equality of votes the chairperson (or Vice-Chair as outlined in Section G: point 7) of the meeting shall have a second or casting vote.
- (4) The Joint Management Committee shall keep minutes of the proceedings at meetings of the Joint Management Committee and any sub-committee.
- (5) The Joint Management Committee may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this Constitution.
- (6) The Joint Management Committee may appoint one or more sub-committees consisting of three or more members of the Joint Management Committee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Joint Management Committee would be more conveniently undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Joint Management Committee.

K RECEIPTS AND EXPENDITURE

- (1) The funds of the Charity, including all donations contributions and bequests, shall be paid into an account operated by the Joint Management Committee in the name of the Charity at such bank as the Joint Management Committee shall from time to time decide. All cheques drawn on the account must be signed by at least two members of the Joint Management Committee.
- (2) The funds belonging to the Charity shall be applied only in furthering its objects.

L INDEMNITY

- (1) The Joint Management Committee shall have power to provide indemnity insurance for themselves out of the income of the Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Joint Management Committee knew to be a breach of trust or

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breach of duty or which was committed by the Joint Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and shall not extend to the costs of an unsuccessful defense to a criminal prosecution brought against the members of the Joint Management Committee in their capacity as trustees of the Charity.

- (2) The Joint Management Committee shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity which are not required to be kept in repair and insured by the Metropolitan Borough of Wirral (the Landlord) and shall also insure suitably in respect of public liability and employer's liability.
- (3) The Insurers shall not be liable for loss arising from any act or omission which the trustee knew to be a breach of trust or breach of duty or which was committed in reckless disregard of whether it was a breach of duty or not.

M PROPERTY

- (1) Subject to the provisions of sub-clause (2) of this clause, the Joint Management Committee shall cause the title to:
 - (a) All land held by or in trust for the charity which is not vested in the Official Custodian for Charities; and
 - (b) All investments held by or on behalf of the charity;

to be vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees. Holding trustees may be removed by the Joint Management Committee at their pleasure and shall act in accordance with the lawful directions of the Joint Management Committee. Provided they act only in accordance with the lawful directions of the Joint Management Committee, the holding trustees shall not be liable for the acts and defaults of its members.

- (2) If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the charity, the Joint Management Committee may permit any investments held by or in trust for the charity to be held in the name of a clearing bank, trust corporation or any stock-broking company which is a member of the International Stock Exchange (or any subsidiary of any such stock-broking company) as nominee for the Joint Management Committee, and may pay such a nominee reasonable and proper remuneration for acting as such.

N ACCOUNTS

The Joint Management Committee shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to :

- (1) The keeping of accounting records for the Charity;
- (2) The preparation of annual statements of account for the charity;
- (3) The auditing or independent examination of the statements of account of the Charity; and

- (4) The transmission of the statements of account of the Charity to the Commissioners.

O ANNUAL REPORT

The Joint Management Committee shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

P ANNUAL RETURN

The Joint Management Committee shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Q ANNUAL GENERAL MEETING

- (1) There shall be an annual general meeting of the Charity which shall be held no later than the month of October in each year or as soon as practicable thereafter.
- (2) Every annual general meeting shall be called by the Joint Management Committee. The Secretary shall give at least 21 days notice of the annual general meeting to all the members of the Charity. All the members of the Charity shall be entitled to attend and vote at the meeting.
- (3) Nominations for election to the Joint Management Committee must be made by members of the Charity in writing and must be in the hands of the Secretary of the Joint Management Committee at least 14 days before the annual general meeting. Should nominations exceed vacancies, election shall be by ballot.
- (4) The Joint Management Committee shall present to each annual general meeting the report and accounts of the Charity for the preceding year.

R SPECIAL GENERAL MEETINGS

The Joint Management Committee may call a special general meeting of the Charity at any time. If at least four members request such a meeting in writing stating the business to be considered the secretary shall call such a meeting. At least 21 days notice must be given. The notice must state the business to be discussed.

S PROCEDURE AT GENERAL MEETINGS

- (1) The secretary or other person specially appointed by the Joint Management Committee shall keep a full record of proceedings at every general meeting of the Charity.
- (2) There shall be a quorum of 5 voting members when at least one third of the number of members of the Charity for the time being or five members of the Joint Management Committee whichever is the greater, are present at any general meeting.

T NOTICES

Any notice required to be served on any member of the Charity shall be in writing and shall be served by the secretary of the Joint Management Committee on any member either personally or electronically and by sending a hard copy through the post in a prepaid letter addressed to such member at his or her last known address in the United Kingdom, and any letter so sent shall be deemed to have been received within 10 days of posting.

U ALTERATIONS TO THE CONSTITUTION

- (1) Subject to the following provisions of this clause the Constitution may be altered by a resolution passed by not less than two thirds of the members present and voting at a general meeting. The notice of the general meeting must include notice of the resolution, setting out the terms of the alteration proposed.
- (2) No amendment may be made to Clause A (the name of charity clause), Clause C (the objects clause), Clause I (Joint Management Committee members not to be personally interested clause), Clause V (the dissolution clause) or this clause without the prior consent in writing of the Commissioners.
- (3) No amendments may be made which would have the effect of making the Charity cease to be a charity at law.
- (4) The Joint Management Committee should promptly send to the Commissioners a copy of any amendment made under this clause.

V DISSOLUTION

If the Joint Management Committee decides that it is necessary or advisable to dissolve the Charity, of which not less than 21 days notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is confirmed by a two-thirds majority of those members present and entitled to vote the Joint Management Committee shall have power to realise any assets held by or on behalf of the Charity. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Charity as the members of the Charity may determine or failing that shall be applied for some other charitable purpose. A copy of the statement of accounts, or account and statement, for the final accounting period of the Charity must be sent to the Commissioners.

SIGNATURE: **(Chair)**

SIGNATURE: **(Secretary)**

DATE ADOPTED:



*Leasowe Play Youth & Community Association
Registered Charity Number 702959*

Constitution

Adopted at the

Annual General Meeting

Held at Leasowe Community Centre

On

Thursday 9th September 2010.

Chairman: _____ Iris Coates

Secretary: _____ Angela Smith